

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
FLEXTRONICS DA AMAZÔNIA LTDA.,
FLEXTRONICS TECNOLOGIA DO BRASIL
LTD., AND FLEXTRONICS INDUSTRIES
SINGAPORE LTD.,

Plaintiffs,

- against -

CRW PLASTICS USA, INC.,

Defendant.

21 Civ. 3863 (LLS)

OPINION & ORDER

Plaintiffs move the Court to reconsider its dismissal of the action because the Court overlooked that the forum selection clause was mandatory and thus granted the Court personal jurisdiction over the defendants. Dkt. No. 23. Because the dismissal arose on a Motion for Default Judgment, defendants have never appeared and have not opposed the motion for reconsideration.

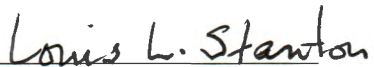
Nonetheless, a motion for reconsideration is "an extraordinary remedy to be employed sparingly in the interests of finality." Drapkin v. Mafco Consol. Grp., Inc., 818 F. Supp. 2d 678, 695 (S.D.N.Y. 2011). Reconsideration is warranted where there is an "intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice." DiLaura v. Power Auth. of New York, 982 F.2d 73, 76 (2d Cir. 1992). The decision as to whether to grant a motion for reconsideration lies squarely

within the court's discretion. Analytical Survs., Inc. v. Tonga Partners, L.P., 684 F.3d 36, 52 (2d Cir. 2012), as amended (July 13, 2012).

For the reasons stated in the initial denial of entry of Default Judgment, the Motion for Reconsideration is denied.

So Ordered.

Dated: New York, New York
May 12, 2023



LOUIS L. STANTON
U.S.D.J.